Pomeroy Nat. Bank, 46 Ohio St. 512, 6 L. R. A. 625; or where the check is payable to a fictitious payee. *Harmon* v. *Old Detroit Nat. Bank*, 153 Mich. 73, 17 L. R. A. (N.S.) 514; *contra Kohn* v. *Watkins*, 26 Kan 691, 40 Am. Rep. 336.

BILLS AND NOTES—CONSTRUCTION OF INSTRUMENT—NEGOTIABLE NOTES.—A note containing the following provision, "the makers of this note thereby severally waive presentment for payment, notice of nonpayment, protest, and consent that time for payment may be extended without notice thereof," was held to be negotiable. *Missouri-Lincoln Trust Co.* v. *Long* (Okla. 1911) 120 Pac. 291.

One of the essential requisites of a negotiable instrument is that the time of payment must be certain. DANIEL, NEG. INST. Ed. 5, §§ 27, 28, 30. What would constitute certainty as to time within the meaning of the Negotiable Instruments Law is a question on which judicial opinions seem to differ widely. In harmony with the principal case are the following cases in which it was held that stipulations for the extension of time of payment of a note do not destroy its negotiability. *National Bank* v. *Kenney*, 98 Tex. 293; *Jacobs* v. *Gibson*, 77 Mo. App. 244; *City Nat. Bank* v, *Goodloe-McClelland Commission Co.*, 93 Mo. App 123; *Farmer* v. *Bank of Graettinger*, 130 Iowa 469; *Anniston Loan & T. Co.* v. *Stickney*, 108 Ala. 146, 31 L. R. A. 234, 19 South 63. It is said that such stipulations do not render a note non-negotiable, as the event on which the time and duty of payment depend is one over which the holder will have entire control. *Protection Ins. Co.* v. *Bill*, 31 Conn. 534. A clause in a promissory note providing that the payee or his assigns may indefinitely extend the time of payment destroys its negotiability. *Woodbury* v. *Roberts*, 59 Iowa 348; *Glidden* v. *Henry*, 104 Ind. 278; *Smith* v. *VanBlarcom*, 45 Mich 371, 8 N.W. 90. Cases of this type can be distinguished from the preceding cases, as it is clear that the time of payment is uncertain when it may be extended indefinitely. Stipulations in a note which are similar in nature to that in the principal case are held to destroy the negotiability of the instrument in the following cases. *Rosenthal* v. *Rambo*, 28 Ind. App. 265; *Oyler* v. *McMurray*, 7 Ind. App. 645; *Evans* v. *Odem*, 30 Ind. App. 207; *Citizens N. Bank* v. *V. E. Piollet*, 126 Pa. 194, 4 L. R. A. 190; *City Nat. Bank of Kansas City* v. *Gunther Brothers*, 67 Kan. 227, 72 Pac. 842; *Coffin* v. *Spencer*, 39 Fed. 262; *Union Stockyards Nat. Bank of South Omaha, Neb.* v. *Bolan*, 14 Idaho 87, 93 Pac. 508; *Miller* v. *Poage*, 56 Iowa 96. The holding of these cases is a more reasonable interpretation of the Negotiable Instruments Law, which requires that an instrument, to be negotiable, "must be payable on demand or at a fixed or determinable future time" since it is impossible for one to determine from an inspection of the instrument itself when it may mature as it cannot be known what extension may have been or may hereafter be agreed upon.

BILLS AND NOTES—INDORSERS—NOTICE OF DISHONOR BY TELEPHONE—SUFFICIENCY.—Notice of dishonor of a note by telephone was held sufficient under the Negotiable Instruments Law which provides that "the notice may be in writing or merely oral" and "may in all cases be given by delivering it per-

sonally or through the mails," if it be clearly shown that the party at the receiving end of the line is the party to be notified. *American Nat. Bank* v. *National Fertilizer Co.* (Tenn. 1911), 143 S.W. 597.

The principle announced in this case is sustained by *Thompson & Walkup Co.* v. *Appleby,* 5 Kan. App. 680, 48 Pac. 933, in which it was held that "while a witness may ordinarily testify to a conversation had by him through a telephone with a person, though he is not able to identify the voice of the person responding, yet, where it is sought to charge an indorser of a promissory note with liability by a notice of dishonor thus communicated it must clearly appear that the person responding was the indorser himself." Commercial transactions and conversations had over the telephone have been recognized as of the same binding force as where the parties talked face to face. *Globe Printing Co.* v, *Stahl,* 23 Mo. App. 451, 458; *Wolfe* v. *Mo. Pac. R. R. Co.,* 97 Mo. 473, 11 S.W. 49 3 L. R. A. 539: *Murphy* v. *Jack,* 142 N. Y. 215, 36 N.E. 882. 40 Am. St. Rep. 590; *Deering Co.* v. *Shumpik,* 67 Minn, 348, 69 N.W. 1088. Since the object of the notice is to inform the party to whom it is sent, that the instrument has been dishonored and that the holder looks to him for payment it would not make any difference by what means these facts are communicated provided they have actually reached, in time, the person for whom they are intended. It is to be noted that presentment and demand by telephone is not sufficient. *Gilpin* v. *Savage,* 201 N. Y. 167, 94 N. E. 650. This case is, however, not in any way in conflict with the principal case, as the object of presentment and demand is different from that of notice of dishonor. For a discussion of *Gilpin* v. *Savage* see 9 MICH. L. REV. 717.

CONSTITUTIONAL LAW—DUE PROCESS OF LAW—CRIMINAL INSANE.—Defendant was acquitted of a charge of homicide because of insanity. Following the statutory provision, the court did "forthwith commit" him to an asylum for the insane. On a petition for a writ of habeas corpus, *Held,* that the statute did not deny due process of law and the writ was denied. *Ex parte Clark* (Kan. 1912) 121 Pac. 492.

The statute is an evident endeavor to curb the tendency toward the use of the plea of insanity as a defense. It provided for release upon the order of the committing court and certificate of the superintendent of the asylum indicating recovery and public safety in such release. The court held that the certificate was not a condition precedent. The keystone of the decision is the conclusion that continuing insanity is a presumption in such cases. *In re Brown,* 39 Wash. 160; Note 1 L. R. A. (N.S.) 540; 22 CYC. 1115. Though no special procedure for release is provided, the ordinary methods are assumed as part of the statute, and in this way the court answers the due process objection. FREUND, POLICE POWER, § 355. The justification of committment, in so far as the argument may arise that the presumption cannot of itself abridge defendant's constitutional right to be heard in his own defense, (*In re Boyett* 136 N. C. 415) might be placed on the theory that it is a sort of temporary exercise for public safety pending a fair trial or proper proceedings *Brown* v. *Urquhart,* 139 Fed 846, reversed in 205 U. S. 179. This could easily be predicated on the common law. *Hadfield's Trial,* 27 How. St. Tr. 1281;